

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

ATHANASIOS LIVADITIS,)	
)	
Plaintiff,)	
)	Case No. 17-cv-5872
v.)	
)	Judge Mary M. Rowland
PATHWAYS MANAGEMENT GROUP,)	
INC.)	
)	
Defendant.)	

**MOTION FOR ENTRY OF JUDGMENT BY
PATHWAYS MANAGEMENT GROUP, INC.**

Pursuant to Federal Rules of Civil Procedure 54 and 58, and the Court’s July 27, 2019 Minute Entry (ECF 138), Pathways Management Group, Inc. (“Pathways”), through its undersigned counsel, hereby moves for entry of judgment against Athanasios Livaditis (“Livaditis”). In support of its motion Pathways states as follows:

1. This case arises from a lease dispute between Pathways and Mr. Livaditis. After more than a year of pretrial litigation, the parties entered into a General Release and Settlement Agreement (the “Settlement Agreement”), a copy of which is attached hereto as **Exhibit 1**.

2. Under the Settlement Agreement, the parties agreed that they would resolve all claims arising from the dispute in the following manner: Mr. Livaditis would pay Pathways \$80,000.00, by cashier’s check, within 30 days of the execution of the Settlement Agreement by both parties. (*See* Settlement Agreement ¶¶ 1(a) – (b).)

3. Mr. Livaditis signed the Settlement Agreement on or before June 3, 2019 (the date listed on the Mr. Livaditis signature line is somewhat unclear, but Mr. Gregg Rzepczynski, counsel for Mr. Livaditis, emailed a signed copy of the Settlement Agreement to Mr. Stephen Weil, counsel for Pathways, on June 3, 2019).

4. Pathways signed the Settlement Agreement on June 5, 2019. Thus, both parties had executed the Settlement Agreement by June 5, 2019. Under the terms of the Settlement Agreement, the agreed upon payment of \$80,000 was due 30 days later, on July 5, 2019.

5. Mr. Livaditis did not tender the agreed upon payment by July 5, 2019.

6. The Court held a status hearing on July 26, 2019, and was advised by the parties regarding the Settlement Agreement and the failure of Mr. Livaditis to make payment under its terms. At the July 26 status hearing, counsel for Pathways expressed a willingness to receive the payment in two 50% portions, if paying in that manner were more feasible for Mr. Livaditis.

7. Having been advised by the parties of the status of settlement at the July 26 hearing, the Court issued the July 27, 2019 Minute Entry (ECF 138). In its July 27 Minute Entry, the Court ordered that Mr. Livaditis had until August 5 to pay the balance, or Pathways could move for entry of judgment. The Minute Entry also noted that Pathways would accept 50% of the \$80,000 by August 5, 2019, with the balance due 30 days thereafter.

8. As of the filing of this motion, Pathways has received no payment—either 50% of the balance, or the whole amount—from Mr. Livaditis.

9. On August 7, 2019, counsel for Pathways emailed counsel for Mr. Livaditis and explained that Pathways had not received the 50% payment Mr. Livaditis that was contemplated in the July 27 Minute Entry. Counsel for Mr. Livaditis responded via email that same day that they had called Mr. Livaditis and hoped to have a response by the next day. As of the filing of this motion, however, Pathways and its counsel have received no additional communication from Mr. Livaditis or his counsel.

WHEREFORE, Pathways respectfully requests that the Court enter judgement for it against Mr. Livaditis in the amount of \$80,000.00, with interest to accrue, and that the Court provide all other relief that it deems just.

Dated: August 23, 2019

Respectfully submitted,

By: /s/ Stephen H. Weil

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Counsel for Pathways Management Group, Inc.

CERTIFICATE OF SERVICE

I, Stephen H. Weil, an attorney (ARDC No. 6291026) hereby certify that on August 23, 2019, I filed the foregoing with the Clerk of Court using the CM/ECF system.

/s/ Stephen H. Weil